

STATE PROPERTIES REVIEW BOARD

Minutes of Meeting Held On June 22, 2020 – remotely via telephone conference –

Pursuant to Governor Lamont's Executive Order No. 7B regarding suspension of In-Person Open Meeting requirements, the State Properties Review Board conducted its Regular Meeting at 9:30AM on June 22, 2020 remotely via telephone conference at (866)-692-4541, passcode 85607781.

Members Present:

Edwin S. Greenberg, Chairman
Bruce Josephy, Vice Chairman
John P. Valengavich, Secretary
Jack Halpert
Jeffrey Berger
William Cianci

Members Absent:

Staff Present:

Dimple Desai
Thomas Jerram

Guests Present

Kevin Kopetz, Esquire, DCS Legal Director
Peter McClure, P.E., DCS ADPM
Cory Knick, CTANG Deputy Base Civil Engineer
Ronald Jodice, PDS Engineering and Construction (PDS)
Bill Jodice, PDS Engineering and Construction (PDS)
Frank Borawski, PDS Engineering and Construction (PDS)
Timothy Corey, Esquire, Hinckley Allen
Luke Conrad, Esquire, Hinckley Allen

Chairman Greenberg called the meeting to order.

Mr. Valengavich moved and Mr. Halpert seconded a motion to enter into Open Session. The motion passed unanimously.

OPEN SESSION

1. ACCEPTANCE OF MINUTES

Mr. Valengavich moved and Mr. Berger seconded a motion to approve the minutes of the June 18, 2020 Meeting. The motion passed unanimously.

2. COMMUNICATIONS

3. REAL ESTATE- UNFINISHED BUSINESS

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Open Session and into Executive Session at 10:46. The motion passed unanimously.

EXECUTIVE SESSION

For Discussion Purposes Only

PRB # 20-111-A
Transaction/Contract Type: AG/PDR
Origin/Client: DoAG/DoAG

Statutory Disclosure Exemptions: 1-200(6) & 1-210(b)(7)

Mr. Valengavich moved and Mr. Halpert seconded a motion to go out of Executive Session and into Open Session at 11:03. The motion passed unanimously.

OPEN SESSION

4. REAL ESTATE – NEW BUSINESS

PRB # 20-098
Transaction/Contract Type: RE – MOU
Origin/Client: DAS/DOL/DCF
Property: Waterbury, Thomaston Ave (249)
Project Purpose: Co-Location of 4 DCF Employees with DOL
Item Purpose: Memorandum of Understanding

BACKGROUND

At the March 7, 2011 SPRB Meeting, under PRB #11-016, the SPRB approved a new 10-year lease for the Department of Labor to continue occupancy of 24,256 square feet of office space for a 10-year term at 249 Thomaston Avenue in Waterbury. The rent was \$448,736.00, or \$18.50/sf, fixed for the term of the Lease. Reimbursable expenses included 34.90% of any increase in real estate taxes above Oct 2009 grand list; separately metered electricity, water & sewer; separately metered fuel for heating & air conditioning; interior janitorial, interior window cleaning, replacement of burned out light bulbs.

DCF is currently severely overcrowded in their Waterbury location, 395 West Main Street, which is a State-owned building. They have been forced to ramp up staffing due to increasing caseloads over the past two years. DAS is currently working with DCF and a potential Lessor to design/build new space for DCF in Waterbury to thin out 395 West Main St, however these negotiations are in the beginning stages and a move is years away.

The current overcrowding has been the cause of a number of Workers Comp claims, as a result DCF is seeking placement for a few staff to alleviate some of the pressure. DOL leases 24,256 NUSF at 249 Thomaston Ave in Waterbury and has space in this location to accommodate four DCF employees.

Under this Proposal (PRB #20-098), DAS is now seeking SPRB approval to co-locate four DCF employees in the space leased by DOL pursuant to CGS 4b-30. DCF/DOL/DAS have come to the following terms and agreement for this MOU:

- Workstations with furniture and requisite parking, within the DOL space.
- DCF to pay pro-rata share (2.86%) of rent and operating expenses which amounts to \$12,834 annually for rent and approximately \$3,937 annually for operating expenses.
- DCF to pay pro-rata share (6.15%) of telecommunication expenses.
- The MOU can be terminated with a 30 day notice by either party.

RECOMMENDATION: Staff recommend approval of the location of a state employees to 249 Thomaston Ave within DOL space for the following reasons:

- The relocation complies with CGS 4-67g(f) (OPM statutes); and
- The relocation complies with CGS 4b-30 (DAS statutes).
- The relocation will help alleviate overcrowding at the current DCF location in state-owned space in Waterbury.

Sec. 4b-30. (Formerly Sec. 4-128). Offices for state agencies. Leases. Compliance. (a) The Commissioner of Administrative Services shall assign office space and provide necessary accommodations in state-owned facilities for state agencies, other than institutions, the Legislative Branch and the Judicial Branch. Subject to the provisions of section 4b-23, the commissioner shall execute all leases for offices or any other type of space or facility necessary to meet the needs of all state agencies, the Judicial Branch, the Division of Criminal Justice, the Public Defender Services Commission and institutions. Any provisions of the general statutes to the contrary notwithstanding, the Commissioner of Administrative Services shall be the sole authority for negotiating such leases, provided any such leases, intending to provide for the needs of institutions, shall further be subject to the approval of the board of trustees of the institution involved and provided further, the Commissioner of Administrative Services shall expedite the handling of leases to meet emergency and short term needs. Subject to the provisions of section 4b-23, the commissioner may delegate authority to the Chief Court Administrator to negotiate and enter into leases for office, court or parking facilities for the Judicial Branch when the commissioner deems such delegation to be appropriate and such leases will be consistent with relevant real estate and contracting laws. For the purposes of this section, the term "Judicial Branch" does not include the courts of probate, the Division of Criminal Justice and the Public Defender Services Commission, except where they share facilities in state-maintained courts.

TO: STATE PROPERTIES REVIEW BOARD
FROM: MG
DATE: February 3, 2011
SUBJECT: PRB #11-016 Department of Labor: New Lease at Existing Location, 249 Thomaston Street, Waterbury. Lessor: Tiger Realty, LLC by Lynn Silverman and David Silverman, Managers.

This is a proposal from DOL to continue occupancy at 249 Thomaston Avenue, with terms as summarized below. The 71,000 SF one story office building was constructed in 1974 and renovated to DOL standards when it commenced its lease in 1995.

DOL Lease at 249 Thomaston Avenue, Waterbury

	Expired Lease (PRB #95-233)	New Lease (PRB #11-016) 249 Thomaston Avenue, Waterbury
Leased Premises	24,256 NUSF	Same
Parking	100 spaces (4/1000 SF of NUSF)	Same
Lease Term	First 5 year term expired 1/26/2001. Renewal option exercised; lease expired 1/26/2006	10 years, except that DOL may terminate after the 5 th year of the lease, with 360 days prior written notice.
Fixed Base Rent (\$/SF)	\$14.40 (2001-2006 & in Holdover)	\$18.50, years 1-10, with no step increase.
Amortization Rent	None	None
Annual Rent	\$349,286.40	\$448,736.00
Additional Rent	Same, with base tax year being Oct 1996	34.90% of any increase in real estate taxes above Oct 2009 grand list; Separately metered electricity, water & sewer; separately metered fuel for heating & air conditioning; interior janitorial, interior window cleaning, replacement of burned out light bulbs
Tenant Improvements, Lessor	Recarpet, repaint	“Repairs & Maintenance Issues” attached to lease and to be completed within 90 days of lease commencement. The landlord’s work has a value of \$160,000 (\$1.32/sf over years 1-5).

It is recommended that the Board approve the proposed Department of Labor lease for the following reasons:

DOL has authority to enter into leases under CGS Section 31-250(c), which says that the Board’s approval or disapproval shall be based solely upon whether the proposed location and rent are reasonable when compared to available space and prevailing rents in the same geographic area. The attached spreadsheet shows comparable listings that indicate that the negotiated rate is within the range of prevailing rents in Waterbury. Advertised rates range from \$12.00 to \$22.50/SF/NRA.

Unlike comparable lease offerings, parking for 100 cars (4 spaces per 1,000 sq. ft. rented) is provided as part of the rental rate. Current Waterbury parking leases range from \$25.97 to \$50.00/month per space. DOL indicated and research confirms that most comparable properties do not offer parking adequate for DOL purposes.

The base rental rate of \$18.50/nusf is fixed for the ten year term of the lease. The comparable market rental rates provided are for one year, subject to annual increases of up to 3%, depending on the Consumer Price Index.

DOL may terminate the lease after year 5, without penalty.

Documentation is complete. The lease was approved by OPM Secretary Sisco on 1/4/2011.

The current State Facility Plan 24,256 NUSF for this regional office of the Employment Security Division of DOL. DOL wishes to stay at this location where they offer One-Stop employment services.

DOL funding for these purposes is received through the federal employment security act. Approximately 3,000 SF of the DOL lease is occupied by the Greater Waterbury Workforce Development Board.

DSS leases 42,249 SF at same location, currently in month to month holdover, at the rate of \$16.00/NUSF plus utilities and pro-rata share of tax escalation.

Waterbury CTWorks Center Fact Sheet

Partners

- [Department of Labor](#)
- [Northwest Regional Workforce Investment Board, Inc.](#)
- [Department of Social Services \(DSS\)](#)
- [Department of Economic and Community Development \(DECD\)](#)
- [Naugatuck Valley Community College \(NVCC\)](#)
- [Department of Higher Education \(DHE\)](#)
- Waterbury Adult Education
- [CONN/STEP](#)

Collocated With The Following Organizations

- [Department of Social Services \(DSS\)](#)
- [Workforce Connection](#)
- [Department of Economic and Community Development \(DECD\)](#)
- [Job Corps](#)

Service Offered

- [Unemployment Insurance Benefits](#)
- [Veterans' Employment Services](#)
- Temporary Assistance to Needy Families (TANF)
- [Job Search Assistance](#)
- [CT JobCentral](#)
- Resource Library
- [Dislocated Worker Certification](#)
- Career Development/Vocational Counseling

Workshops

- Job Search

- Résumé
- Interviewing
- Educational Exploration

PRB # 20-099
Transaction/Contract Type: RE / Purchase & Sale Agreement
Origin/Client: East Granby, Walnut Drive
Property: Walnut Drive Relocation
Project Purpose: Purchase & Sale Agreement
Item Purpose: RE / Purchase & Sale Agreement

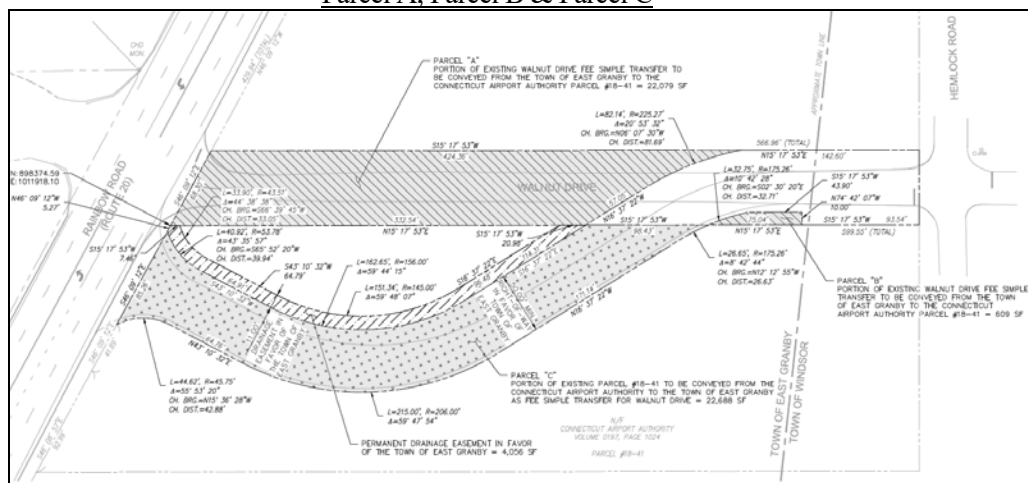
BACKGROUND: Public Act 11-84 created the Connecticut Airport Authority (CAA) and mandated a transfer of ownership of airports from the DOT to the CAA. The Act required that the CAA could not transfer real property without obtaining the approval of the State Properties Review Board [CGS §15-120cc(b)(4)].

Under PRB #14-271, the SPRB approved a Purchase and Sale Agreement for the acquisition of 4.52 acres at 161 Rainbow Road, East Granby for \$452,000. The property was purchased to mitigate threats and deficiencies related to Anti-Terrorism Force Protection affecting guardsmen serving at the CTANG Bradley facility. The acquisition was part of a redesign to provide enhanced security to the main entrance of the facility.

Under PRB #20-062, the SPRB approved Task Letter 3A to provide survey and design consultant services in conjunction with relocation of Walnut Drive between Hemlock Road and Rainbow Road (CT Route 20). The existing intersection at Walnut Drive and Rainbow Road will be moved westerly to align with a new access drive to the CTANG facility as required by DOT.

Under this Proposal (PRB #20-099), CAA is seeking SPRB approval of a Purchase & Sale Agreement (PSA) to convey, at no cost, a 22,688 square foot parcel of land (so-called Parcel C) and a permanent drainage easement over an area of 4,056 square feet to the Town of East Granby. In exchange for the State's conveyance, the Town of East Granby will convey, at no cost, two parcels of land totaling 22,688 square feet (so-called Parcels A&B) to the CAA. The land exchange will facilitate the relocation of Walnut Drive with a new access drive to the CTANG facility.

Parcel A, Parcel B & Parcel C



PURCHASE & SALE AGREEMENT (PSA):

- The agreement describes the parcels to be exchanged as identified on the survey.
- The parties agree that there is no monetary consideration exchanged between the parties.
- CAA will convey Parcel C to the Town of East Granby for the relocation of Walnut Drive, along with a drainage easement in favor of the Town over an area of 4,056 square feet of land.
- The CAA will retain an aviation navigational easement over Parcel C conveyed to the Town.
- The agreement is subject to CAA receiving any necessary approvals from the Federal Aviation Administration.
- Within 10 days of approval of the PSA “all parties shall cause a title search to be conducted on the parcels to be conveyed to determine the property interests therein. The parties shall collectively bare the expense of the title searches. If the title searches show that the parcels cannot be conveyed with good and unencumbered title than any party may withdraw from this agreement by notifying the other parties within ten days of receipt of the title report.”

VALUATION: No appraisals were prepared for this exchange as the land to be exchanged is identical in size. Any value of the proposed Drainage Easement in favor of the Town is likely offset by the aviation navigational easement placed on Parcels C.

Staff inquired with CAA for clarification of the following issues:

1. Please clarify if Section 1 of the PSA should be modified to reflect which parcels are being conveyed to the proper entity:
 - The Town conveying Parcel A;
 - CAA conveying Parcels B & C.

AG Response: The survey currently shows that the Town will convey Parcels A and B to CAA and that CAA will convey Parcel C to the Town (along with an easement interest over a bordering property). That is also what is reflected in the draft purchase agreement. Is that not correct?

CAA Response: Yes, that is correct.

OK

2. Please clarify if Section 6(b) of the PSA should be modified to reflect the aviation navigational easement over Parcels B & C, rather than Parcel C alone.

AG Response: Assuming the Town is conveying Parcels A and B to CAA and CAA is conveying Parcel C to the Town, we don't think this provision needs to be modified. If instead the Town is conveying only Parcel A and CAA is conveying Parcels B and C, then a modification probably makes sense.

CAA Response: Yes, the Town is conveying A & B to CAA, so a navigational easement is not necessary on those parcels.

OK

3. Please clarify if, pursuant to Section 6(a)(iii&v) of the PSA, the Town of East Granby's Board of Selectman have formally authorized the First Selectman to:
 - Convey the land in question (Parcel A);
 - Acquire the land in question (Parcels B & C);
 - Execute any necessary agreements to complete the exchange of land, including the PSA; and
 - If authorized, please provide a copy of the Resolution of the Board of Selectman's authorization, certified by the Town Clerk.

AG Response: We would also like to receive copies of all formal authorizations and approvals that the Town has provided with respect to this transaction.

CAA Response: We will provide those documents.

CAA provided. OK

4. Please clarify if CAA should incorporate into the PSA a requirement to obtain an environmental assessment on Parcel A prior to the exchange. And, if an environmental assessment is obtained and an Area of Concern is identified, who will be responsible for the cost of addressing any issues identified within the Area of Concern.

AG Response: We express no opinion on whether an environmental assessment is needed but, if an assessment is obtained, we would like a copy.

CAA Response: We do not feel that such an assessment was necessary.

OK

5. Please clarify if CAA can acquire land by Quit Claim Deed, or is a Warranty Deed required.

AG Response: While a warranty deed is always preferable, we know of no statute or other law that would prohibit CAA from taking title by quitclaim deed. State agencies do, from time to time, take title by quitclaim deed. We would also point out that, per CGS § 15-120cc, SPRB and AGO approval are only needed when CAA conveys out property in fee, not when it acquires it. That said, CAA should perform its own legal research on the deed issue to confirm.

CAA Response: There is nothing requiring the CAA to obtain title by a Warranty Deed nor prohibiting it from doing so using a Quit-Claim Deed.

OK

6. Please provide a copy of the FAA's approval of the proposed conveyance of land (Parcels B & C), if already obtained.

AG Response: We would also like a copy of this approval.

CAA Response: We will provide the documentation.

CAA provided documentation. OK

7. Exhibit B within the proposed PSA should have 'Schedule A' for both deeds completed (metes and bounds) and included in the Agreement prior to Board action.

AG Response: Agreed. The descriptions should be metes and bounds descriptions generated from the survey.

CAA Response: We will complete the Schedule As.

OK

8. Please clarify if the deed prepared in Exhibit B (Parcels B & C) contain the following:

- Language from Section 6(b) of the PSA: "East Granby covenants and agrees that it shall not construct or allow any structures or vegetation on Parcel C or within the Easement Area which shall penetrate the Approach Surfaces at Bradley International Airport or interfere with airport operations."; and
- Specific language defining what is permitted/restricted within the proposed 4,056 square foot Drainage Easement Area.

AG Response: We agree that both of these issues need to be addressed.

CAA Response: We will address this.

Revised PSA incorporated appropriate language. OK

9. Please clarify if the PSA should include the following section that was removed from the AG-approved template provided to CAA:

- ENTIRE AGREEMENT. This Agreement, including all exhibits hereto, will become effective upon the approval of the Office of the Attorney General of the State of Connecticut, and constitutes the entire understanding between the parties with respect to the Property and no oral statements, representations, promises or understanding not set forth in this Agreement shall bind the parties unless reduced to writing and signed by both parties. This Agreement shall supersede all prior

written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing, signed by both parties, and approved by the Office of the Attorney General of the State of Connecticut.

AG Response: We think it makes sense to include the above provision. It probably also makes sense to also list SPRB, both as to the approval of the original agreement and any amendments.

CAA Response: Will incorporate the language.

Revised PSA incorporated appropriate language. OK

RECOMMENDATION: Staff recommend the Board suspend this proposal pending CAA's delivery of the PSA executed by the respective parties.

CGS §15-120cc(b)(4)

Invest in, acquire, lease, purchase, own, manage, hold and dispose of real property and lease, convey or deal in or enter into agreements with respect to such property on any terms necessary or incidental to carrying out the purposes of sections 15-120aa to 15-120oo, inclusive, provided such transactions shall not be subject to approval, review or regulation by any state agency pursuant to title 4b or any other provision of the general statutes. Notwithstanding this subdivision, the authority shall not convey fee simple ownership in any airport land under its jurisdiction and control without the approval of the State Properties Review Board and the Attorney General.

5. ARCHITECT-ENGINEER - UNFINISHED BUSINESS

6. ARCHITECT-ENGINEER - NEW BUSINESS

PRB #	20-108
Origin/Client:	DCS/DESPP
Transaction/Contract Type	AE / Amendment #1
Project Number:	BI-FP-013-2DB
Contract:	BI-FP-013-2DB
Consultant:	PDS Engineering & Construction, Inc.
Property	Torrington, Burr Mtn Rd (606), Burrville Reg Fire Training School
Project purpose:	Expansion of Burrville Reg Fire Training School
Item Purpose:	Amendment #1

Prior to the Board's discussion of this proposal, Messrs Kopetz, McClure, R. Jodice, B. Jodice, Borawski, Corey and Conrad were invited to participate in this review providing their perspective regarding the original DB Consultant Contract and this proposed amendment.

May 29, 2020 Update:

At the State Properties Review Board meeting held on December 19, 2019, a motion to approve Amendment #1 to Contract BI-FP-013-2DB in the amount of \$407,427 failed for the following reasons. The DB has responded on May 26, 2020 as follows:

- Design-Builder's (D-B) representation – Per D-B RFP, D-B represents and warrants that it has taken such steps as it has deemed necessary to ascertain the nature and location of the Project and the general and local conditions that affect the Project or the cost thereof, and has examined the Site, and the obstacles that may be encountered and all other conditions having a bearing upon the performance of the Project. (Vol 1 of 3; Sec 00 52 53; Article 6.1.4; Page 13 of 36)

DB Response:

Failure based on not completing these items is an incorrect assumption (Vol 1 of 3; Sec 00 52 53; Article 6.1.4; page 13 of 36) is a requirement to be completed after the Design Build Agreement is executed.

PDS did in fact perform a site visit to ascertain the nature of general and local conditions and location of all site obstacles and all other conditions having a bearing upon performance of the project to the extent required by the Proposal Submittal process.

Site visits were conducted by PDS during the Proposal Submittal process the same as the other Design Build firms that submitted proposals. Through site visits the D-B firms can only observe the surface of the site, D-B firms cannot see into the ground.

The Proposal Submittal process requires the D-B firm to perform a Schematic Design during the bid process. The Schematic Design is a design that "Defines the Scope and Character of the project" per Vol 1 of 3; Section 00 24 19.1 page 18 of 25, it is a design based on information provided in the bid documents.

The Proposal Submittal Process requires the D-B firms to rely on the necessary and essential "Available Information for Shortlisted Design-Builders Review" per Vol 1 of 3; Section 00 24 19.1. The D-B firms review Boring information and Test pit data for subsurface information supplied in the "Available Information" to base their Schematic Designs and bid pricing.

PDS based the Schematic Design and pricing of the foundations on a spread footing as specified in Vol 2 of 3 Section 2.02 page 2.7. Additionally PDS based the Schematic Design and pricing for the site prep work to support the spread footing foundations on the soils shown in the Boring information and Test pit data in Exhibits 15 & 16 of Vol 2 of 3.

Unfortunately the Boring information and Test pit data did not show buried trees, scrap lumber, metal parts and cars. This type of deleterious matter does not have the same acceptable bearing capacity for the spread footings as the subsurface material identified in the Boring information and Test pits. This material was unknown and unforeseen during the Proposal submittal process. All of this material had to be removed and replaced. Therefore the cost of material and equipment to remove and replace the buried trees, scrap lumber, metal parts, cars and other deleterious matter as well as the time frame to complete this work were not included in the Schematic Design and project pricing for the project by any of the design build firms.

Additionally in two sections of the contract documents the Owner noted there were no Hazardous polluted soils on site. Vol 2 of 3; Sec 2.01 page 2.3 states "Environmental contaminants were discovered on site and remediated" and under Project Description Volume 1 of 3; Section 2.0 line 1.1.10 page 4 of 25 states: "Hazardous Materials Abatement, None. If any develop they will be handled by others". Therefore PDS relied on this information as accurate and did not include any removal and replacement costs of polluted soils in our bid price as well as the time frame to complete this work.

The Project Summary stated the site was previously remediated of contaminants. If the Owner had identified polluted soils on site then PDS and the other D-B firms would have taken this material into consideration during the Schematic Design. The costs to complete this work to remove and replace the polluted soils would have been included in the Proposal submittal.

The Owner is not allowed to conceal intentionally or unknowingly this information during the bid process and then take advantage of the Design Build firm after contract award forcing them to incur costs for unknown unforeseen conditions upon execution of the contract.

The contract recognizes this under Project Description Volume 1 of 3; Section 2.0 line 1.1.10 page 4 of 25 states: "Hazardous Materials Abatement, None. If any develop they will be handled by others". During

construction the Owner chose to have PDS handle this material instead of “Others” therefore the Owner is responsible to pay for the removal and replacement of the polluted soils through PCO2 as submitted.

SPRB Response: Contract requirements are very clear. Various RFP volumes indicated that there is presence of polluted soils throughout the site.

- Design Responsibilities – D-B RFP also requires that the DB shall furnish all the design, architectural and engineering services, surveying services, and permitting including, but not limited to, testing, subsurface borings, and geo-technical data, necessary to prepare and furnish Drawings and Specifications required to complete the Work. The D-B has examined the Site and has determined that the Site meets all requirements for development of the Project including, but not limited to, those related to public utilities such as electric, telephone, storm, sewer, water, etc.; and has concluded that there will be no claims for Site conditions above and below grade level. (Vol 1 of 3; Sec 00 52 53; Article 6.3.1; Page 16 of 36)

DB Response:

Failure based on not completing these items is an incorrect assumption. Again (Vol 1 of 3; Sec 00 52 53; Article 6.3.1 Page 16 of 36) is a requirement to be completed after the Design Build Agreement is executed.

The work identified in (Vol 1 of 3; Sec 00 52 53; Article 6.3.1 Page 16 of 36) was completed once the project had been awarded and the contract agreement was executed. Following the execution of the contract agreement PDS completed new soils testing and subsurface soils investigations through borings and site excavations which then discovered the buried trees, scrap lumber, metal parts, cars and polluted soils. If PDS subsurface investigations had found the same soils materials as shown in the Boring information and Test pit data in Exhibits 15 & 16 of Vol 2 of 3 then PDS original Schematic Design concepts would have been sufficient.

During the Proposal Submittal phase the D-B firms were required to provide a Schematic Design only, see (Vol 1 of 3, sec 00 24 19.1 page 18 of 25) Schematic Design submittal. The Schematic Design “Defines the scope and character of the project,” the requirements for schematic Design are listed in detail in that section. During the Proposal submittal phase there is no requirement to perform soils testing, subsurface borings, and a geo-technical design.

PDS visited and visually inspected the site during the Proposal Submittal process the same as the other D-B firms. The project Proposal submittal pricing was based on Boring information and Test pit data in Exhibits 15 & 16 of Vol 2 of 3 combined with our visual inspection of the site. Through site visits the D-B firms can only observe the surface of the site, D-B firms cannot see into the ground.

The DAS reviewed our Submittal Proposal knowing the D-B Firms based their pricing on a Schematic Design and they knew the D-B firms did not perform soils testing, subsurface borings, and a geo-technical design.

Once the Contract Agreement was executed new Borings were performed and excavation for the building foundations commenced. Clarence Welti then performed a detailed analysis of the existing soils and developed the Geotech report.

Clarence Weltis soils analysis discovered differing site conditions then what was presented in the Owner provided Boring logs and Test pit information. Clarence Welti used the new information to provide a Geotechnical design to make recommendations for soils bearing capacity improvements needed to allow for the spread footing design requirements.

SPRB Response: Again, from various RFP volumes and documents, it was clear that there is fill material and therefore, additional design will be required to improve the soils bearing capacity.

- The Design Program (Vol. 2 of 3), Section 2.02, Site Design Narrative specifically identifies that – “There is no Geotechnical Report provided, the basis of design is a spread footing. The Design Build Team is to design the footings and walls for the foundation. Refer to Exhibits 15 and 16, which contain boring information and test pit data for your use.”

These two exhibits provide a lot of data related to the soil conditions. It mentions that there is fill material that was imported onto the Site by the ConnDOT from the construction of Route 8 in the 1960s. There were soil borings (pages E.188 thru. E.194) that showed fill material containing cobble and asphalt fragments. Fuss and O’Neill report dated Nov. 2013 identified the following (page 9) – Fill Material – they calculated that there is over 11,000 tons of soil that is fill material.

There was a letter from AECOM to Mr. McClure dated October 9, 2014 (E-16; Pg E.390) that discusses the presence of an area that was built up using excess materials from the improvements on Rt 8 in the 1960s. Their two test pits No. 2 and No. 3 did not encounter natural soils (it mentions concrete debris, asphalt chunks, large rocks, etc.).

DB Response:

Again failure based on not completing these items is an incorrect assumption. (Vol. 2 of 3) Section 2.02, Site Design Narrative is a requirement to be completed after the Design Build Agreement is executed.

PDS recognizes (Vol. 2 of 3) Section 2.02, and based the Schematic Design and pricing on a spread footing design to bear on the materials described in the AECOM letter to Mr. McClure dated October 9, 2014, the Boring information and Test pit data in Exhibits 15 & 16 of Vol 2 of 3 combined with a visual site inspection. None of these reports or site inspections revealed the presence of buried trees, scrap lumber, metal parts, cars, polluted soils and other deleterious matter

As discussed in the response to Reason 2, once the Contract Agreement was executed new Borings were performed, excavation for the building foundations commenced a detailed analysis of the existing soils was performed and Geotechnical report was developed.

After reviewing the more detailed analysis, differing site conditions were found then what was presented in the Owner provided Boring logs and Test pit information. Clarence Welti then used his new information to provide a Geotechnical design to make recommendations for soils bearing capacity improvement to allow for the spread footing design requirements.

- Based on the review of the 3 volumes of the D-B RFP and the D-B Agreement, it is the responsibility of the D-B and not the State as it relates to the fill/unsuitable materials found on the site.

He incorrectly combines “fill material” with “Unsuitable material”. The fill material is detailed in the Boring logs and Test pit information provided by the Owner. The “Unsuitable material” is new to the project and consists of polluted soils, buried trees, scrap lumber, metal parts, cars and other deleterious matter was not identified in the Boring logs and Test pit information provided by the Owner.

If the Polluted soils buried trees, scrap lumber, metal parts, cars and other deleterious matter had been identified in the Boring information and Test pit data bid documents their removal and replacement would have been considered in the D-B firms Schematic Design and the associated cost included in the Proposal Submittal Price.

Therefore since Clarence Weltis Geotechnical design made recommendations for soils bearing capacity improvement that were not part of the original bid price due to unknown unforeseen conditions then all costs due to these conditions are considered a “Change in the work”.

SPRB Response: Again, from various RPF volumes and documentations, it was clear that site is consisted of fill materials. Therefore, D/B should have taken these into consideration when pricing the project.

DCS Responses elicited the following clarifications:

1. Volume 2 of 3, page 2.3 (2nd paragraph) says "..... remediation has been conducted" - Was site remediation performed before the issuance of the RFP?

DCS Response: All the remediation was performed before the RFP was issued.

From the RFP Addendum:

ITEM NO. 6	Question:	Verify that all site remediation will be done independently to the start of the Fire Academy project start?
	Response:	All known remediation has been completed, if any additional remediation is required, the state will bear the cost.

SPRB Response: Remediation was performed and the RFP soil management plan was prepared to manage the polluted soils during construction.

2. The same paragraph says - "The clean-up closeout report is included as an exhibit in this Volume" - can you identify which report is this in this volume?

DCS Response: Upon further review, it looks like these are only the investigations and not the Clean-up and Closeout reports of the remediation.

Do you have the clean-up closeout report?

DCS - Dimple here is a link to all the environmental work done on the site. Keep in mind all this information was not available to the Design-Builders.

G:\COREGROUP\EnviroReview\1. Projects\GG\Fire School - BI-FP-013 - Burrville Fire School

SPRB Response: Staff did not review all the documents as we do not have access to the G drive cited above.

3. Also, what was the purpose of including the "Soil Management Plan" - Vol 2 of 3; Page E.407 on wards in the RFP?

DCS Response: It was developed and included to help the contractor to manage any contaminated or polluted soil to reduce the risk of that soil to the end user of the property; address the risks to workers during construction; and manage the soil that will stay on site and minimize the amount of soil that needs to be removed from the site, if found. The soil management plan is a guidance document, and not an assignment of responsibility or liability.

SPRB Response: This soil management plan shows that there could be presence of contaminated soils and therefore DB should have addressed this in their pricing.

4. Did D-B raise any concerns leading up to the execution of the D-B contract about the information contained in any of the documents that were part of this D-B RFP? Did D-B ask any questions for clarifications pertaining to the D-B FRP?

DCS Response: I have also attached Addendum No. 3. This is the Addendum that answers the D-Bs questions during the RFP.

OK

5. Can you share the executed D-B agreement?

DCS Response: I have attached the D-B Agreement.

OK. The D-B agreement governs the terms and conditions of this D-B project.

Therefore, these costs associated with fill materials should be rejected (\$451,123). Following costs associated with changes as a result of changes requested by the user agency and value engineering are recommended to be approved (\$49,099). Credits should be adjusted accordingly (\$92,795).

Repair damaged underground pipe not shown on Survey:	\$1,643
Raise height of dry hydrant at existing pond:	\$771
Reinforce metal shutters on Burn Building -Requested by User Agency:	\$4,147
Add 5' wide gate through fence -requested by User Agency:	\$848
Value Engineered Changes during design:	\$41,690

RECOMMENDATION: Staff recommends certain items be approved, while other be rejected as described above.

- D-B RFP included various environmental investigation reports that indicated that there is fill throughout the construction area. One of the subsurface investigation reports also referenced that there is varying levels of organic matter present. It also referenced that remediation was performed to depths of up to 20 feet. All these information should have been used to form the basis for the spread footing design requirements and inclusion of the associated costs into the contract price.
- A Soil Management Plan was included as an Exhibit to the RFP. This plan specifically identified that soil used as fill across the eastern portion of the site remains in place and contains pollutants associated with asphalt.
- The D-B agreement governs the terms and conditions. Article 4 – Changes in Work specifically required SPRB approval for changes to become effective. As mentioned before, there are other articles which put responsibility on the D-B as it relates to RFP, familiarizing with associated documents and exhibits, site examination, etc.
- If there were any conflicts or discrepancies in the RFP and associated documents and exhibits, it should have been brought to DCS's attention for clarification.
- The Board recognizes the following costs as a result of changes requested by the user agency and value engineering. DCS may submit an amendment to address the following.

Repair damaged underground pipe not shown on Survey:	\$1,643
Raise height of dry hydrant at existing pond:	\$771
Reinforce metal shutters on Burn Building -Requested by User Agency:	\$4,147
Add 5' wide gate through fence -requested by User Agency:	\$848
Value Engineered Changes during design:	\$41,690

From December 19, 2019 Meeting

PROPOSED AMOUNT: \$407,427

At the State Properties Review Board meeting held on April 18, 2016, the Board approved #16-079 (BI-FP-013-2DB), in the amount of \$11,540,000, for the expansion of the Burrville Regional Fire Training School.

PROJECT BACKGROUND:

The State of Connecticut Department of Administrative Services, prior to the issuance of the RFQ/RFP for the Project, performed site remediation and provided reports of the remedial activities to the design-build proposers. The site remediation work included digging test pits and soil borings. There was nothing in the information provided to the Design-Build proposers that the site contained any unsuitable materials that would impact construction.

After the contract was awarded, and during the course of construction the Design-Builder discovered a large area of unsuitable materials. Stumps, pieces of old cars, logs, etc. had been buried on the site in the past, and needed to be removed since the location of the unsuitable materials was under the entire building footprint and parking lot area. The Design-Builder excavated the unsuitable material and installed a 3/4" stone replacement. The soil condition required an upgrade to the thickness of the vehicle maintenance slab on the Administration Building, and adding site fabric over the existing subgrade under the structural fill and under the areas to be paved in order to insure the stability of the subgrade. The removal and replacement of polluted soils delayed the start of the foundations, which pushed the vertical construction into winter conditions, including the installation of underground utilities. The Administration Building was completed using temporary protection and heat, but the Burn Building, Training Tower, utilities and paving had to be delayed until the weather permitted such work. This moved the Substantial Completion Date from November 30, 2017 to October 3, 2018, and resulted in an additional 7.5 months of General Conditions costs. The costs associated with this work are listed in the Amendment as Paragraphs 1.1A-G.

Regarding the other costs listed in the Amendment, two items (J and K) were changes requested by the user agency. Another cost item resulted from the State's survey provided to the Design-Builder. The survey showed the underground pipe, but that pipe was, in fact, damaged and needed to be repaired (Item H). Similarly the site grading would have left a dry hydrant too low for efficient use, and it was requested that the Design-Builder raise the height of the hydrant (Item I). Lastly, there were a number of value engineering items, both adds and deducts, that resulted in a total increase to the contract price (Item L).

The increase to the Contract Price for these additional costs totaled \$500,222.00. From this amount, the State received credits for deleting floor outlets in the classrooms (Item M) and for changes made to the Upper Level Training Area (Item N). The net result is a requested Amendment for \$407,427.00. The Bond Commission allocated additional funds for Payment of this amount on June 26, 2019.

A Breakdown of the individual items is as follows:

Extended General Conditions:	\$223,000
General Site Subcontractor -Removal and replacement of unsuitable soil:	\$102,136
Concrete Contractor -Revision to Floor Slab in Vehicle Bay Area:	\$8,308
PDS -Addition of Geotextile Fabric in lower area of paving:	\$5,573
Winter conditions and temporary heat:	\$85,828
Bond:	\$4,596
PDS Overhead and Profit:	\$21,482
Repair damaged underground pipe not shown on Survey:	\$1,643
Raise height of dry hydrant at existing pond:	\$771

Reinforce metal shutters on Burn Building -Requested by User Agency:	\$4,147
Add 5' wide gate through fence -requested by User Agency:	\$848
Value Engineered Changes during design:	\$41,690
Delete floor outlets in Classrooms (Credit):	-\$7,883
Change areas of Upper Level Training Area from concrete to heavy duty pavement	-\$84,912
Net Consultant Fee:	\$407,227

Staff have requested clarification of the following issues:

1. What was the date of commencement, in other words, Notice to Proceed? What was the substantial completion date based on NTP and 455 calendar days per D/B Agreement?

DCS Response: The Notice to Proceed date was September 1, 2016 and the Substantial Completion date was November 30, 2017.

2. Under PRB #13-039 (BI-FP-11-DBCA), the Consultant was authorized to retain a Sub-Consultant for the following Special Services: Wetlands & Geotechnical Engineering. What were the findings of this sub-consultant? Pl provide a copy of the deliverable.

DCS Response: Per the DBCA's contract, their Wetlands and Geotechnical Engineering consultants were tasked to review reports provided by DCS. These reports were part of Volume Two of the RFP, which you told me you have a copy.

3. When was DCS aware of the delays? Was the CPM schedule adjusted to address the concern? Provide the CPM that shows delays and adjustments

DCS Response: DCS responded the CPM schedule that identified delayed starts.

4. Was a written notice provided by the Design Builder for delays? If yes, pl provide a copy

DCS Response: I haven't been able to find a written notice of the delay other than PCO No. 2. I was on site weekly so the issue was being discussed with the contractor at that time.

5. How was the substantial completion date from November 30, 2017 to October 3, 2018 agreed upon?

Was there a written agreement, if yes, pl provide a copy.

DCS Response: No, there was no written agreement for a new Substantial Completion Date. While there is no written agreement, the COP's constitute a writing that contains the proposed new SCD, which we accepted verbally and then incorporated into the Amendment.

6. The total project schedule is about 16 months. Why was additional 7.5 months (almost half of the project time) required?

DCS Response: Burrville ended up using 25 months, an extra 10 months due to the soil issues and the time needed to complete the work after the soil condition was fixed and taking into the winter conditions. I got the contractor to agree to only 7.5 months of general conditions and not the full 10 months. We also some time lost waiting for the foundation permit to be approved. This was a shared delayed caused by both the Design-Builder and the State and cost about 1 ½ months of delay.

7. Was the Design Builder provided various reports that were prepared for this site? If yes, did any of these reports identify polluted fill throughout the site?

DCS Response: Volume Two of the RFP contained all the investigations and cleanups that were done on the property. The reports did not identify or disclose areas of unsuitable soils.

8. The DCS narrative states "The removal and replacement of polluted soils delayed the start of the foundations, which pushed the vertical construction into winter conditions, including the installation of underground utilities." Was the Design Builder and DCS aware of the polluted soils throughout the site before start of construction?

DCS Response: It wasn't only that the soil was polluted, which we knew that there could be areas of polluted soil that would be discovered during the project, it was that the material was unsuitable to be built upon. There were stumps, logs, large boulders, tires, car parts, etc. mixed in with the soil that was being excavated. Not all of the excavated soil was polluted; rather, the soil encountered on the project that caused the delay was unsuitable for construction.

9.If Substantial Completion was on October 3, 2018, plus a close out period, please clarify why DCS is requesting approval for these changes now, when the site work issues were likely identified two years ago.

DCS Response: The old process for requesting changes to the Design-Builder's contract was to wait until the project was over and get the total cost before going for an Amendment. I did have a short conversation with Brian Dillon about this when it was going on and it was agreed to wait until the project was over to deal with it. However I should have gotten this Amendment to The Board as soon as the money was bonded in June 2019. I was dealing with other issues from my new position and let this slip.

10. Provide a proposed adjustment of contract price summary in detail; provide backup as to how these \$ values derived at.

DCS Response: See PCOs and Backup.

11. Pl explain why Overhead and Profit is included and what is it based on?

DCS Response: Our usual General Contractor Mark up on Change Orders is 6%. They only asked for 5% so I said OK.

12. Were there any other reasons for the delays in the project?

DCS Response: Time was lost waiting for the foundation permit to be approved. This was a shared delayed caused by both the Design-Builder and the State and cost about 1 ½ months of delay. Add to that the 2 ½ months moving and replacing material under the Administration Building and Vehicle Maintenance Building this pushed the foundation work into winter conditions for the other buildings on the site.

Staff Comments:

Based on the above DCS responses, staff have following comments:

- This Design-Build (DB) project requires the DB entity to examine the site and the obstacles that may be encountered and all other conditions having a bearing upon the performance of the project (Vol 1 of 3; Sec 00 52 53; Article 6; Page 13 of 36)
- It also requires under Design Responsibilities that the DB will be furnish all the design, architectural and engineering services, surveying services, among other things such as testing, subsurface borings, and geo-technical data, etc. (Vol 1 of 3; Sec 00 52 53; Article 6; Page 16 of 36)
- The Design Program (Vol. 2 of 3), Section 2.02, Site Design Narrative specifically identifies that – “There is no Geotechnical Report provided, the basis of design is a spread footing. The Design Build Team is to design the footings and walls for the foundation. Refer to Exhibits 15 and 16, which contain boring information and test pit data for your use.”

These two exhibits provide lot of data related to the soil conditions. It mentions that there is fill material that was imported onto the Site by the ConnDOT from the construction of Route 8 in the 1960s. There were soil borings (pages E.188 thru. E.194) that showed fill material containing cobble and asphalt fragments. Fuss and O'Neill report dated Nov. 2013 identified the following (page 9) – Fill Material – they calculated that there is over 11,000 tons of soil that is fill material.

There was a letter from AECOM to Mr. McClure dated October 9, 2014 (E-16; Pg E.390) that discusses the presence of an area that was built up using excess materials from the improvements on Rt 8 in the 1960s. Their two test pits No. 2 and No. 3 did not encounter natural soils (it mentions concrete debris, asphalt chunks, large rocks, etc).

It is the responsibility of the D/B to review the documents provided before providing the cost proposal or make allowances for unsuitable soils at the site and associated time frames.

Therefore, the costs associated with the fill materials should be rejected (\$451,123). Following costs associated with changes as a result of changes requested by the user agency and value engineering are recommended to be approved (\$49,099). Credits should be adjusted accordingly (\$92,795).

Repair damaged underground pipe not shown on Survey:	\$1,643
Raise height of dry hydrant at existing pond:	\$771
Reinforce metal shutters on Burn Building -Requested by User Agency:	\$4,147
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Value Engineered Changes during design:	\$41,690

RECOMMENDATION: Staff recommends certain items be approved, while other be rejected as described above.

FROM PRB #16-079

PROJECT BRIEF– In general the project involves the complete renovation and reconstruction of the Burrville Regional Fire Training Center at 606 Burr Mountain Road in Torrington. The existing site comprises a vintage 1970s administrative building, a confined space simulator, multi-story training tower, maintenance facility and storage shed. All of these improvements except the maintenance building and storage shed are considered to be beyond their useful life expectancy and will be demolished as part of the project. The overall scope of the project will include the design and construction of site amenities including parking, site circulation, storm-water management, site lighting, fencing and utility improvements. The project is also intended to include the construction of a 16,653 SF administration and educational facility, a 5,900 SF Class “A” Burn Building, a 1,500-SF rehab shelter, a new 5-story training tower, new drafting pit as well as a low angle rescue and cell tower props. The overall project budget is also intended to include various other training and simulation props.

In August 2011 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Design Build Criteria Architect Consultant Teams related to the New Regional Fire Training Schools Project. DCS elicited one (1) response to the advertisement and after completion of the internal review process interviewed the firm; Tecton Architects, P.C. The State Selection Panel consisted of 5 members and interviewed the firm for evaluation purposes based upon an established weighted ranking system. At the conclusion of the process DCS agreed that Tecton Architects, P.C. (“TAC”) was qualified for this work.

The contract was approved by the Board under PRB #13-039 for Design Build Criteria Architect Consultant Services for the development of the D-B Criteria through the completion of Project Design Oversight. The total compensation rate approved by the Board for this project was \$440,630 with basic services and special services accounting for 426,630 and 14,000 respectively. This contract was the basis for the project design and programming at each facility.

In December 2013 the Department of Construction Services (“DCS”) issued a Request for Qualifications (RFQ) for Design Build Criteria Architect Consultant Teams related to the Renovation of the Burrville Regional Fire Training School Project. The project was advertised with a total construction budget of \$7-Million dollars. The following four firms all responded to the RFQ; Carlin Construction, Inc., Consigli Construction Company, O&G Industries, Inc. and PDS Engineering & Construction, Inc. and submitted proposals ranging from \$10-14 Million Dollars. DCS’s initial review confirmed that all of the firms were qualified to complete the project. Although, upon review of the submittals, DCS

acknowledged a wide range of discrepancies and assumptions concerning the project scope and therefore proceeded to reject all submissions. DCS then proceeded to clarify the project scope and revise the criteria specifications. Once completed, DCD resubmitted the RFP to the four pre-qualified firms. Upon receipt of the revised RFP only O&G Industries, Inc. and PDS Engineering & Construction, Inc. submitted a new proposal which were in the amounts of \$11.662M and \$11.540M respectively. DCS then proceeded to interview both firms and at the conclusion of the process identified PDS Engineering & Construction, Inc. ("PDS") in partnership with edm-CT Architects, LLC as the most qualified firm. The contract was subsequently approved by Commissioner Currey in November 2015.

This contract is for Design –Build Total Cost Project Value Teams related to the Renovation of the Burrville Regional Fire Training School Project from the initiation of the design phase through the completion of construction. DCS has submitted to SPRB a binder containing the D-B Agreement between DAS/DCS – PDS as well as standard DCS project submittals which include the following:

- Scope of Work Summary
- the Project Advertisement,
- the Internal Review Ranking,
- the Selection Approval Memo
- the Project Schedule
- Total Cost Proposal Form
- Agency Funding Verification Form – Bond Authorization Only – Bond Approval Pending
- DCS B-1105
- Detailed Cost Breakdown
- Required Licenses

DCS has also provided SPRB a copy of all the project volumes which shall be utilized as the basis of design.

RECOMMENDATION: Based on the submittal materials provided and the satisfactory narrative regarding the bid process; SPRB Staff recommends approval of this contract for PDS Engineering & Construction, Inc. in partnership with edm-CT Architects, LLC to act as the Design-Build Entity for the Burrville Regional Fire Training School Renovation Project at total fee of \$11,540,000.

7. OTHER BUSINESS

8. VOTES ON PRB FILE:

PRB FILES #20-098 – Mr. Valengavich moved and Mr. Berger seconded a motion to approve PRB FILE #20-098. The motion passed unanimously.

PRB FILES #20-099 – Mr. Valengavich moved and Mr. Berger seconded a motion to suspend PRB FILE #20-099. The motion passed unanimously.

PRB FILE #20-108 – Mr. Halpert moved and Mr. Valengavich seconded a motion to approve PRB FILE #20-108. The motion failed with Mr. Valengavich voting in favor and Members Greenberg, Josephy, Halpert, Berger and Cianci voting against.

The Board agreed the following costs associated with changes as a result of changes requested by the user agency and value engineering are recommended to be resubmitted to the Board (\$49,099) and credits should be adjusted accordingly (\$92,795).

Repair damaged underground pipe not shown on Survey:	\$1,643
Raise height of dry hydrant at existing pond:	\$771

Reinforce metal shutters on Burn Building -Requested by User Agency:	\$4,147
Add 5' wide gate through fence -requested by User Agency:	\$848
Value Engineered Changes during design:	\$41,690

9. NEXT MEETING – Special Meeting, Tuesday, June 23, 2020.

The meeting adjourned.

APPROVED: _____ **Date:** _____
John Valengavich, Secretary